

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

| | | |
|----------------------------|---|-----------------------|
| IN RE: |) | CHAPTER 11 |
| ATLANTA LIGHT BULBS, INC., |) | CASE NO. 22-52950-PMB |
| Debtor. |) | JUDGE PAUL M. BAISIER |
| ----- |) | |
| FORD MOTOR CREDIT COMPANY, |) | ----- |
| LLC A DELAWARE LIMITED |) | |
| LIABILITY COMPANY, |) | CONTESTED MATTER |
| Movant, |) | |
| vs. |) | |
| ATLANTA LIGHT BULBS, INC., |) | |
| Respondents. |) | |

NOTICE OF HEARING

PLEASE TAKE NOTICE that Ford Motor Credit Company, LLC A Delaware Limited Liability Company has filed a Motion to Terminate Stay and to Authorize Movant to Take Possession of Collateral and related papers with the Court seeking an order lifting the stay as to a certain vehicles as described in the motion.

PLEASE TAKE FURTHER NOTICE that the Court will hold an initial telephonic hearing for announcements on the Motion to Terminate Stay at the following number: 1-833-568-8864; meeting id 161 706 9079, at 1:00 P.M. on 06/27/2022 in Courtroom 1202, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303.

Matters that need to be heard further by the Court may be heard by telephone, by video conference, or in person, either on the date set forth above or on some other day, all as determined by the Court in connection with this initial telephonic hearing. Please review the "Hearing Information" tab on the judge's webpage, which can be found under the "Dial-in and Virtual Bankruptcy Hearing Information" link at the top of the webpage for this Court, www.ganb.uscourts.gov for more information.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address for the Clerk's Office is: Clerk, United States Bankruptcy Court, Richard B. Russell Federal Building & U.S. Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3361.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

/s/ Ronald A. Levine

Ronald A. Levine, Ga. Bar No. 448736

LEVINE & BLOCK, LLC.

P.O. Box 422148

Atlanta, Georgia 30342

(404) 231-4567

Attorney for Movant

IN THE UNITED STATES BANKRUPTCY COURT
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| |) | |
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| |) | |
| ATLANTA LIGHT BULBS, INC. , |) | |
| |) | |
| |) | |
| Respondents. |) | |
| |) | |
| |) | |
| |) | |

**MOTION TO TERMINATE STAY AND TO AUTHORIZE MOVANT TO
TAKE POSSESSION OF COLLATERAL**

COMES NOW FORD MOTOR CREDIT COMPANY, LLC A DELAWARE LIMITED LIABILITY COMPANY, (hereinafter referred to as "FMCC") and respectfully represents the following:

1.

The within and foregoing Petition was filed by Petitioning Creditors as an involuntary case under Chapter 11 of the Bankruptcy Code on 04/15/2022.

2.

Account # xxxx1084

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2020 Ford T250, VIN 1FTBR1C81LKB23773) described therein, all of which is

more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default Agreement.

2a.

Movant is presently unable to take possession of and enforce its contractual rights unless the Court terminates, annuls, modifies, or otherwise conditions the automatic stay under 11 U.S.C. Sec. 362.

2b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 04/22/2022 payment (\$984.04 per month) and each payment thereafter.

2c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$39,978.01, while the approximate value is \$37,450.00 wholesale.

3.

Account # xxxx9230

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2021 Ford F150, VIN 1FTFW1ED8MFB50953) described therein, all of which is more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default

Agreement.

3a.

Movant is presently unable to take possession of and enforce its contractual rights unless the Court terminates, annuls, modifies, or otherwise conditions the automatic stay under 11 U.S.C. Sec. 362.

3b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 02/22/2022 payment (\$1,897.09 per month) and each payment thereafter, with a total arrearage of \$3,844.18.

3c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$91,652.17, while the approximate value is \$80,675.00 retail.

4.

Account # xxxx0396

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2021 Ford F250, VIN 1FT7W2BT6MED85279) described therein, all of which is more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default Agreement.

4a.

Movant is presently unable to take possession of and enforce its contractual rights unless the Court terminates, annuls, modifies, or otherwise conditions the automatic stay under 11 U.S.C. Sec. 362.

4b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 02/02/2022 payment (\$1,872.35 per month) and each payment thereafter, with a total arrearage of \$3,844.70.

4c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$91,979.39, while the approximate value is \$79,125.00 retail.

5.

Account # xxxx0914

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2021 Ford F150, VIN 1FTFW1E51MKD64134) described therein, all of which is more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default Agreement.

5a.

Movant is presently unable to take possession of and enforce its contractual rights unless the Court terminates, annuls, modifies, or otherwise conditions the automatic stay under 11 U.S.C. Sec. 362.

5b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 03/26/2022 payment (\$1,683.23 per month) and each payment thereafter, with a total arrearage of \$1,733.23.

5c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$78,526.62, while the approximate value is \$58,650.00 wholesale.

6.

Account # xxxx0413

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2021 Ford F150, VIN 1FTFW1E89MFB90817) described therein, all of which is more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default Agreement.

6a.

Movant is presently unable to take possession of and enforce

its contractual rights unless the Court terminates, annuls, modifies, or otherwise conditions the automatic stay under 11 U.S.C. Sec. 362 .

6b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 03/04/2022 payment (\$1,587.95 per month) and each payment thereafter, with a total arrearage of \$3,275.90.

6c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$78,023.84, while the approximate value is \$62,900.00 wholesale.

7.

Account # xxxx6810

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2019 Ford E350, VIN 1FDWE3F68KDC60873) described therein, all of which is more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default Agreement.

7a.

Movant is presently unable to take possession of and enforce its contractual rights unless the Court terminates, annuls,

modifies, or otherwise conditions the automatic stay under 11 U.S.C. Sec. 362.

7b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 04/04/2022 payment (\$1,031.76 per month) and each payment thereafter, with a total arrearage of \$1,131.76.

7c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$39,602.33, while the approximate value is \$45,459.00 wholesale.

8.

Account # xxxx0773

Debtor executed a contract, which was assigned to FMCC, with FMCC retaining a security interest in the vehicle (2019 Ford E350, VIN 1FDWE3F67KDC60881) described therein, all of which is more fully described in the Proof of Claim on file with the court. The debt is also secured by the other vehicles described in this motion pursuant to a Cross-Collateral Cross-Default Agreement.

8a.

Movant is presently unable to take possession of and enforce its contractual rights unless the Court terminates, annuls, modifies, or otherwise conditions the automatic stay under 11

U.S.C. Sec. 362.

8b.

Movant does not have and has not been offered adequate protection by the Respondents. The Debtor has not paid FMCC in accordance with the contract as the account is in default and delinquent. The account is presently due for the 04/04/2022 payment (\$1,033.72 per month) and each payment thereafter, with a total arrearage of \$1,133.72.

8c.

Further, the aforescribed vehicle is depreciating in value daily and the Debtor has no equity in the vehicle. The debt owing on the account is \$39,671.22, while the approximate value is \$44,859.00 wholesale.

9.

The total aggregate debt on all the accounts is \$459,433.58, while the total approximate value is \$409,118.00.

10.

Movant makes this request pursuant to 11 U.S.C. §362 and seeks a hearing pursuant to §362(e) and waives right to hearing within thirty (30) days as provided by 11 U.S.C. Section 362(e).

WHEREFORE, Movant prays:

- (a) That the Court grant Movant an immediate hearing;
- (b) That the Movant be granted a final hearing within thirty (30) days from the date of said hearing, pursuant to 11 U.S.C. Sec. 362(e), and that upon final hearing, the Stay be terminated;
- (c) That after notice and hearing, the Movant be entitled

to unrestrained possession, custody and control of the
aforedescribed collateral and be permitted to proceed
as by law allowed;

- (d) That the Court grant immediate relief and waive the
requirement of Bankruptcy Rule 4001(a)(3); and
- (e) That the Court grant such other relief as is just and
proper.

Respectfully submitted,

LEVINE & BLOCK, LLC

BY: /s/ Ronald A. Levine
Ronald A. Levine, Esq.
[GA Bar No. 448736]
ATTORNEYS FOR MOVANT

P.O. Box 422148
Atlanta, GA 30342
(404) 231-4567

BANKRUPTCY NO.22-52950-PMB
CHAPTER 11
JUDGE PAUL M. BAISIER

CERTIFICATE OF SERVICE

I, Ronald A. Levine, Esq. of Levine & Block, LLC., P.O. Box No. 422148, Atlanta, Georgia 30342 certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age:

That on the 16th day of May, 2022, I electronically filed the within and foregoing NOTICE OF ASSIGNMENT OF HEARING together with the MOTION FOR RELIEF FROM STAY with the Clerk of Court using the CM/ECF system which will automatically send an email notification of such filing to the parties or attorney of record. I have also on this day caused a copy of the pleading to be placed in the first class United States mail, postage prepaid addressed to the following recipients not participating in the CM/ECF system as follows:

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And upon those parties having filed a Notice of Appearance.

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on 05/16/2022
(Date)

By: /s/ Ronald A. Levine
Ronald A. Levine, Esq.
(Ga. Bar No. 448736)